

REMARKS

In view of the above following remarks, reconsideration and withdrawal of the rejections set forth in the Office Action of April 21, 2004, are earnestly solicited.

Claims 1-20 have not been further amended by this response and remain pending in this application.

Claims 1-20 stand rejected under 35 U.S.C. §102(e) as being anticipated by Rowney et al. (U.S. 5,987,140). The rejection is respectfully traversed.

In responding to Applicants' prior arguments, the Examiner states that the term "electronic chattel paper" is a common conventional term which is a synonym for the payment authorization request, and payment authorization response, and "client hello" message of Rowney et al. While "electronic chattel paper" may be a conventional term, it is not synonymous with the documents taught by Rowney et al. Applicants have virtually repeated the dictionary definition of "chattel paper" in the specification at page 2, lines 9ff:

a written instrument identifying a monetary obligation and a security interest in or a lease of goods - e.g. a negotiable instrument coupled with a security agreement

It is respectfully submitted that there is no correspondence whatsoever between Applicants' electronic chattel paper and Rowney's payment authorization request/approval.

Applicants' claims are further patentably distinguishable over Rowney et al. in calling for the client program merging information input by retailers with document templates (see page 14 of the specification along with document list 720 of Figure 7.) Rowney et al. simply contains no disclosure whatsoever of the use of form guides or templates.

Applicants' claims are still further distinguishable over Rowney et al. in calling for signatures by the parties to the chattel paper agreement to be electronically input by electronic input devices, such as an "electronic writing pad", page 8, line 22, or an "electronic signature pad

225" of Figure 2 (see page 11, line 20). Rowney does not use such actual signatures which are input to the system by the parties themselves. Rowney's calculated "digital signatures" are simply not the same.

Therefore, it is respectfully submitted that Applicants' independent claims contain at least the following specific limitations that are neither disclosed, claimed or even suggested by Rowney, et al.

Claim 1

- electronic chattel paper
- the client processing unit being operative to:
generate at least one unexecuted chattel paper document
- allow signatures electrically input by parties to a chattel paper transaction to be associated with the electronic document thereby generating an electronic chattel paper agreement

Claim 16

- electronic chattel paper agreement
- client device receiving...a subset of information necessary to generate an electronic chattel paper document and a set of signatures...

Claim 17

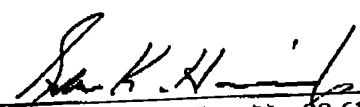
- electronic chattel paper document system
- client processing unit operative to:
 - generate at least one chattel paper document
 - allow electronically input signatures to be associated with the electronic chattel paper document
 - receiving a set of signatures from the input device

Claims 1-20 are believed to be in condition for allowance, early acknowledgement of which is requested.

Respectfully submitted,

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By: _____


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